



Purchasing Office
P.O. Box 40197 • Lafayette, LA 70504-0197
Office: (337) 482-5396
Fax: (337) 482-5059

August 16, 2021

ADDENDUM NO. 1

PROPOSAL FOR PROVIDING BUSES ON A LEASE ONLY BASIS (RENEWABLE CONTACT) FOR THE TRANSPORTATION SERVICES DEPARTMENT OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE LOCATED AT THE UNIVERSITY OF LOUISIANA AT LAFAYETTE, LAFAYETTE, LOUISIANA.

Due Thursday, August 26, 2021 2:00PM Solicitation No. 22013

The following clauses/alterations shall be made part of the original specifications as though issued at the same time and shall be incorporated integrally therewith.

Item No. 1 – Bid Specifications, Revised

Hard copies of bids will no longer be accepted, and the bid specifications have been revised accordingly. Please submit bids on the bid forms enclosed in the revised bid specifications attached.

Item No. 2 – Response to vendor questions.

Vendor question:	Department response:
<u>Question 1:</u> Can you provide an addendum or a form that allows bidders to provide clarifications for services requested in the bid?	Provide clarifications on page 21 in the <i>Bidder's comments</i> section or attach an additional page. As long as your prices are listed on the bid form, you may put "See attached for clarification" in the <i>Bidder's comments</i> section.
<u>Question 2:</u> Can bidders specify maximum miles allowed for the duration of the lease, along with any over mileage charge? If so, should we use the 15,000 miles per year mentioned in the Maintenance section?	Yes. Use 15,000 miles per year to submit over mileage charge estimate. Put over mileage charges in the <i>Bidder's comments</i> section.
<u>Question 3:</u> Can bidders submit a <i>monthly payment</i> along with an <i>annual payment</i> option?	Yes. See revised bid form in the attached specifications.
<u>Question 4:</u> The last section of the "Exterior" requirements, the last bullet point specifies a 6.7 liter motor instead of the 9.0 liter requested in the "Chassis" specs portion (which is the correct size).	Under Section BUS TYPE B – Motor Coach Bus Under Bullet Point labeled Exterior, # 7 should read: 9.0l Cummins diesel 350 hp & 1,050 ft lbs of torque to match that of # 3 listed above under Chassis REMOVE - 6.7 Cummins diesel 300 hp 660 ft lb of torque w/Allison 2500 pts auto transmission



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For questions related to bidding these projects, please contact the UL Lafayette Purchasing Department at bids@louisiana.edu or 337.482.2955. Business hours are: Mon-Thu 7:30am – 5:00pm CST (lunch 11:45-12:30); Fri 7:30am -12:30pm.

ACKNOWLEDGEMENT: If you have already submitted your bid, and this Addendum creates a need to revise your bid, you must indicate any change(s) below, identify your business name and sign where shown. Revisions shall be submitted/delivered PRIOR to bid due date and time, by email. Bid revisions received after bid due date and time cannot be considered, whereupon the bidder must either honor or withdraw its original bid. If you have already submitted your bid and this addendum does not cause you to revise your bid, acknowledge receipt of this addendum by signing below and returning it to the Purchasing Department prior to bid due date.

Marie C. Frank, MPA, CPPB
Assistant Vice President for Administration & Finance
University of Louisiana at Lafayette
Department of Purchasing

Firm Name: _____ **Signature:** _____



INVITATION TO BID

SOLICITATION FILE No.: 22013

**TITLE: BUS LEASE
(RENEWABLE CONTRACT)**

BID DUE DATE/TIME: THURSDAY 8/26/2021 2:00 PM

**ZOOM BID OPENING: FRIDAY 8/27/2021 10:00AM
MEETING ID: 974 0545 1161 PASSWORD: 134 501**

SUBMIT BID TO:*

**University of Louisiana at Lafayette
Office of Purchasing
ULLafayetteBids@louisiana.edu**

To maintain the integrity of the bid process, please **do not cc any other University email address when submitting your bid.**

**BUYER OF RECORD: Roxanne J. Formeller
BUYER PHONE: (337) 482-2955
EMAIL: roxanne.formeller@louisiana.edu**

General Instructions to Bidders – Revised August 15, 2021

1. Hard copies of sealed bids will no longer be accepted. All bids must be received electronically by the due date and time to be considered.
2. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing UL Lafayette Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid. The Purchasing Office is not responsible for any delays.
3. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be: (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
4. When bid is submitted by email, **the subject line must show the Solicitation/File No.** and submission must be received by bid deadline.
5. Read the entire solicitation, including all terms, conditions and specifications.
6. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.
7. Bid prices shall include all delivery charges paid by the vendor, F.O.B. UL Lafayette Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the UL Lafayette purchase order are subject to rejection and non-payment.
8. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
9. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.
10. **MANDATORY** bid requirements are detailed immediately following the Standard Terms & Conditions section.

These standard terms and conditions shall apply to all UL Lafayette solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. Bid Delivery and Receipt

To be considered, Bidders may submit bids electronically to ULLafayetteBids@louisiana.edu. When bid is submitted by email, the subject line must show the Solicitation/File No. and must be received by bid deadline.

Bidders are advised that the U.S. Postal Service does not make deliveries to the Purchasing Office. Bids will no longer be accepted by mail or in person. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid.

2. Bid Forms

Bids are to be submitted on and in accordance with the UL Lafayette solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the Bidder's intent to be bound will not be accepted.

3. Interpretation of Solicitation/Bidder Inquiries

If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Buyer-of-Record at the email address on page 1 of this solicitation. Written inquiries must be received in the UL Lafayette Office of Purchasing no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any UL Lafayette employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the UL Lafayette Office of Purchasing, and mailed or delivered to all Bidders known to have received the solicitation. UL Lafayette shall not be responsible for any other interpretations or assumptions made by Bidder.

4. Bid Opening

In-person bid openings have been suspended for the foreseeable future. Bidders may attend the public bid opening of sealed bids and proposals conducted on Zoom. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by submitting a written request to the Buyer-of-Record at the email address shown in header.

5. Special Accommodations

Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the UL Lafayette Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

6. Standards of Quality

Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.

7. New Products/Warranty/Patents

All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by UL Lafayette and specified in the solicitation. In such cases, the Bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save UL Lafayette harmless.

8. Descriptive Information

Bidders proposing an equivalent brand or model are to submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for UL Lafayette to evaluate quality, suitability, and compliance with the specifications with the bid submission. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder must state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.

9. Bids/Prices/F.O.B. Point

- The bid price for each item is to be quoted on a "net" basis and F.O.B. UL Lafayette Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
- Bids other than F.O.B. UL Lafayette Destination may be rejected.
- Bids indicating estimated freight charges may be rejected.
- Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
- Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
- Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
- Prices are to be quoted in the unit/package specified (e.g. each, 12/box, etc), or may be rejected.
- In the event of extension errors, the unit price bid shall prevail.

12. Taxes

Vendor is responsible for including all applicable taxes in the bid price. UL Lafayette is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.

11. Terms and Conditions

This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.

12. Vendor Forms/ UL Lafayette Signature Authority

The terms and conditions of the UL Lafayette solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.

The University's Vice President of Administration and Finance, chief procurement officer, or authorized designee, is delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of UL Lafayette. Departments are expressly prohibited from signing any vendor forms.

Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict UL Lafayette policy may face contract cancellation, suspension, and/or debarment.

13. Awards

The intent is to award this bid on an all-or-none basis. Award will be made to the lowest responsible and responsive Bidder. UL Lafayette reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.

All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

14. Acceptance of Bid

Only the issuance of an official UL Lafayette purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. UL Lafayette shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.

15. Applicable Law

All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

16. Awarded Products/Unauthorized Substitutions

Only those awarded brands and numbers stated in the UL Lafayette contract are approved for delivery, acceptance, and payment purposes. Any substitutions must be reviewed and approved by the UL Lafayette Office of Purchasing prior to awarding the contract. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

17. Testing/Rejected Goods

Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. UL Lafayette reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.

18. Delivery

Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the UL Lafayette Department and/or UL Lafayette Office of Purchasing of any unforeseen delays beyond its control. In such cases, UL Lafayette reserves the right to cancel the order and to make alternative arrangements to meet its needs.

19. Default of Vendor

Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, UL Lafayette reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.

20. Vendor Invoices

Invoices shall reference the UL Lafayette purchase/release order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.

21. Delinquent Payment Penalties

Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

22. Assignment of Contract/Contract Proceeds

Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the UL Lafayette Office of Purchasing. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by UL Lafayette in any dispute arising therefrom.

23. Contract Cancellation/Termination

UL Lafayette has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

UL Lafayette has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.

24. Prohibited Contractual Arrangements

Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.

25. Equal Employment Opportunity Compliance

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment

practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

26. Mutual Indemnification

Each party hereto agrees to indemnify, defend, and hold the other, its officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

27. Certification of No Suspension or Debarment

By signing and submitting this bid, Bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.

28. Substitution of Personnel

If applicable, the University intends to include in any contract resulting from this ITB the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.

29. Insurance Requirements

Please note attached insurance requirements section included in these bid specifications.

If applicable to the services procured in this solicitation, the successful Bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the University of Louisiana at Lafayette as an additional insured on all liability policies.

30. Nonperformance

Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful Bidder is issued three or more complaints of nonperformance, UL Lafayette reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.

31. Official University Recognized Holidays

The following is a list of officially recognized University Holidays:

New Year's Day	July 4 th
Martin Luther King Day	Labor Day
Mardi Gras Day	Thanksgiving Day
Good Friday	Acadian Day
Memorial Day	Christmas Day
Juneteenth	

32. No Smoking Campus

The Successful Bidder shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University is a NO SMOKING campus and all prospective Bidders are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any employee who is found to be in violation of this policy will be subject to immediate dismissal.

33. Non-Exclusivity

This agreement is non-exclusive and shall not in any way preclude UL Lafayette from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

34. Contract Amendments

Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to UL Lafayette Office of Purchasing for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.

Contract revisions shall be effective only upon approval by UL Lafayette Office of Purchasing and issuance of a formal UL Lafayette Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.

35. Term of Contract

The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed Twelve (12) months.

All terms of the solicitation shall be firm for the duration of Contract.

36. Notification of Fund Appropriation

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

37. Number of Bid Response Copies

Each Bidder must submit one (1) signed original bid to the Office of Purchasing at the mailing address specified in this solicitation document. The original must CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization. Bidders may be required to mail in the original documents upon award.

38. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with LA R.S. 39:1602:1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

39. PRE-BID MEETING

There will be no pre-bid meeting associated with this solicitation.

MANDATORY BID REQUIREMENTS - Revised August 15, 2021

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

1. CERTIFICATION STATEMENT

The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must be an ORIGINAL signature** - not a typed/electronic signature. Documents signed in the DocuSign™ program are the only exceptions to this policy.

2. BID SHEET/FORM

The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, with the blank space(s), filled in for each and every item. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "no bid" or "N/A" in the provided space(s). The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities shown.

CONTACT INFORMATION

ELECTRONIC BID SUBMISSIONS (ONLY) *Do not email questions about the bid to this email address.*

ULLafayetteBids@louisiana.edu

Be sure to include the solicitation number in the subject line.

Do not send your submission to any other University email address.

QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

purchasing@louisiana.edu

roxanne.formeller@louisiana.edu

Do not email bid submissions to either of these addresses.

To contact Purchasing by phone: 337.482.2955.

CAMPUS DELIVERIES

The campus is not fully open for receiving deliveries by courier at this time. Please send hard copies via US Mail only. The UL Post Office (located inside the Student Union) will accept bid packages with proper postage to place in the Purchasing Department's mailbox. The phone number is 337.482.6113.

DEFINITIONS

Agent - The University's representative in the Facility Management who is referred to throughout these documents as singular in number.

Contractor - The person/company who contracts with UL Lafayette to perform the work as called for on these documents who is referred to as singular in number.

Owner - The University of Louisiana at Lafayette (UL Lafayette)

DETAILED SPECIFICATIONS

THE PURPOSE OF THIS SOLICITATION IS TO ESTABLISH A CONTRACT FOR OPERATING LEASES FOR UP TO TWELVE (12) BUSES A COMBINATION OF TRANSIT BUS AND MOTOR COACH BUSES ON A LEASE ONLY BASIS FOR THE TRANSPORTATION SERVICES DEPARTMENT OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE IN LAFAYETTE, LOUISIANA, AS SHOWN IN THESE SPECIFICATIONS, UPON AWARD THROUGH JUNE 30, 2022, WITH THE OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL TWELVE-MONTH PERIODS FOR A TOTAL OF FIVE (5) CONSECUTIVE YEARS.

SCOPE OF WORK

The University of Louisiana at Lafayette operates shuttles-day, evening and weekend and charter services for University of Louisiana at Lafayette-affiliated organizations and groups. The University desires to lease up to twelve (12) activity buses, varied in styles between Transit bus and motor coach based upon the specifications outlined below.

Operating Lease

The terms of the leases are one-year lease with four (4) twelve (12) month extensions. The first release of buses need to be delivered no later than June 30, 2022.

1. Documentation (Bus types - Transit Bus and Motor Coach)

The leasing company shall provide the following documentation over the course of the operating lease:

- Preventive maintenance documentation
- Diagnostic procedure or trouble-shooting manual
- Major component service manuals
- Current parts manual
- Standard operator's manual
- Any updates to the above-mentioned manuals

2. Parts availability (Bus types - Transit Bus and Motor Coach)

Spare parts, software and equipment necessary to maintain/repair buses should be readily available.

3. Technical Specifications (Bus types - Transit Bus and Motor Coach)

- Buses shall have an expected life of twelve (12) years or 500,000 miles and are intended for the widest possible spectrum of passengers, including people with disabilities.
- Buses shall comply with all applicable federal, state and local regulations. These shall include, but not be limited to ADA, as well as state and local accessibility, safety and security requirements.
- At a minimum, half of the total buses leased will be ADA compliant.
- All major bus subcomponents and systems shall be of heavy-duty design and proven in transit service.

4. Overall Requirements (Bus types - Transit Bus and Motor Coach)

- Normal Bus Operation and Instrumentation and Controls
- Systems or components monitored by on-board diagnostics system shall be displayed in a clear view of the operator and provide visual and/or audible indicators.

- On-board displays visible to the operator shall be limited to indicating the status of those functions that are necessary to the operation of the bus.

5. Maintenance and inspection (Bus types - Transit Bus and Motor Coach)

General Maintenance

- Test ports shall be required for commonly checked functions on the bus, such as air intake, exhaust, hydraulic, pneumatic, charge-air and engine cooling systems.
- All components and systems, which require periodic work or inspection, shall be installed so that a minimum of time is consumed in gaining access to the critical repair areas. It shall not be necessary to disassemble portions of the coach structure and/or equipment, such as seats or flooring under seats, in order to gain access to these areas.
- A list of all special tools shall be provided.

Penalties

- In case of major breakdown, a replacement bus shall be delivered within two (2) days of notification and will be used until the original bus is repaired.
- If, at any time when a leased bus is deemed unsafe or not functional, the leasing company does not replace the bus within two (2) days of notification, a prorated amount (prorated amount will be calculated after seven (7) days notification until replacement) of the lease of the original bus will be deducted from that month's payment.
- The University shall notify vendor, via a phone call and/or email, of any issues regarding a leased bus.
- Major issues communicated by phone shall be followed up in writing within two (2) days of occurrence.

Maintenance Agreement

Included as an option on the bid, (**see bid sheet**), include cost of maintenance agreement for both major repairs and preventative maintenance (PM). The agreement should delineate major repairs and PM. UL Lafayette Buses travel, on average, 15,000 miles each annually.

6. Exterior (Bus types - Transit Bus and Motor Coach)

- HVAC climate control system shall be capable of controlling the temperature and maintaining the humidity levels of the interior of the bus.
- Buses shall be equipped with corrosion-resistant, heated and motorized outside mirrors mounted with stable supports to minimize vibration. Mirrors shall permit the driver to view the roadway along the sides of the bus, including the rear wheels.
- Exterior lights shall be designed to prevent entry and accumulation of moisture or dust. Commercially available LED-type lamps shall be utilized at all exterior lamp locations including headlights.
- Passenger storage under bus is desired although not all Buses need to have this feature.
- Buses shall be painted red or white.

7. Interior (Bus types - Transit Bus and Motor Coach)

- Seat shall have a stainless steel leg or other low profile to sweep under seats
- Belt retractors or other solution to hold belts shall be provided
- Materials covering seats and flooring shall be durable, minimize damage from vandalism

and reduce cleaning time.

- Passenger assists will be in the form of full grip, vertical stanchions, or handholds at the egress/ingress areas. All assists will be constructed and mounted as such to minimize catching or snagging of clothing or personal items.
 - i. If applicable, the front doorway shall be fitted with ADA-compliant assists.
 - ii. If applicable, rear doorways assists shall be provided at and/or around rear doorways.
 - iii. A full grip, overhead, shall be provided over the center of the aisle seating position and be no more than 70 inches above the floor.
- In the case of emergencies, doors shall be able to be manually opened and shall be clearly marked. The device can easily be reset by the operator without special tools.
- If applicable, the bus shall be fitted with a wheelchair loading system. **This is a mandatory requirement for half the fleet**
 - i. One forward-facing wheelchair securement location with foldup seating will be located as close to the loading system as practical.
 - ii. Auto retracting wheelchair tie downs and storage shall be provided.

8. Interior (Bus types - Transit Bus and Motor Coach)

- Buses must be delivered to the University of Louisiana at Lafayette bus yard located at 429 Cherry Street, Lafayette, Louisiana. The University will consider picking up buses within a two hour radius of Lafayette Louisiana.
- Buses shall be subject to inspection before accepting final delivery.
- The University will have twenty-four (24) hours to contact the owner with any immediate mechanical, physical or cosmetic issues with leased buses.
- The University will consider picking up buses within a two-hour radius of Lafayette Louisiana in lieu of delivery charges.
- All delivery charges are to be included in monthly prices quoted and will not be paid if invoiced separately.

MAXIMUM AGE OF EQUIPMENT

Equipment to be 2017 model year or newer. The age of the bus shall not exceed fifteen (15) years during the lease period.

MAINTENANCE

Maintenance of the equipment shall be in accordance with the Manufacturer's recommendations and **shall be detailed with bid** and bid as a contractual option. (See bid sheet). Failure to do so may be cause for rejection of bid.

IMPORTANT NOTE:

Please submit questions to roxanne.formeller@louisiana.edu prior to August 19, 2021. If necessary, clarifications/responses to questions will be addressed via addendum.

Bus Specifications

Bus Type A.

Transit Bus - (2-3 to be ordered in year 1 of contract)

Power Requirements

- The propulsion system shall be sized to provide sufficient power to meet acceleration, top speed and gradeability requirements and operate all propulsion- driven accessories.
- The bus shall be capable of achieving a top speed of 75mph on a straight, level road at Gross Vehicle Weight with all accessories operating. The bus shall be capable of safely maintaining the vehicle speed according to the recommendations of the tire manufacturer.

Powerplant

- The engine shall be either a Cummins Diesel only, which operates on clean diesel fuel. CNG or propane fuels are not a consideration and will not be accepted.
- The cooling system shall be of sufficient size to maintain all engine and transmission fluids and engine intake air at safe, continuous operating temperatures during the most severe operations possible and in accordance with engine and transmission manufacturers' cooling system requirements. The cooling system fan controls should sense the temperatures of operating fluids and the intake air. If either is above safe operating conditions, the cooling fan should be engaged. The fan control system shall be designed with a fail-safe mode of "fan on". The cooling system shall meet the requirements stated in the operating environment. Electric fan cooling systems would be considered, if available.
- Service to the propulsion system shall be arranged for ease of access and maintenance. All special tools, fixtures or facility requirements for servicing shall be included.
- Allison 3000 series transmission only, will not consider 2500 series.
- Should be able to handle extended periods of idle times.
- All elements of the hydraulic system shall be easily accessible for service or unit replacement. A tamper-proof priority system shall prevent the loss of power steering during operation of the bus. The hydraulic system shall operate within the allowable temperature range as specified by the lubricant manufacturer.

Emission and Exhaust

- The engine and related systems shall meet all applicable emission and engine design guidelines and standards.
- The exhaust system shall be shielded to prevent heat damage to any bus component, including the exhaust after-treatment compartment area. The exhaust outlet shall be designed to minimize rain, snow or water generated from high pressure washing systems from entering into the exhaust pipe.
- All exhaust system components shall be in compliance with all EPA regulations.

Structure

- Towing devices on the bus shall allow for ease of towing, including all connectors and lights. No special requirements, outside of normal tow operations, will be required to tow the bus.

- All wheels and tires shall be of a standard size and be able to carry the weight. The tires shall be suitable for transit service and sustained operation at maximum speed of the bus. Tires shall be readily available at a heavy-duty truck supply or tires stores located within the state of Louisiana.
- Passenger storage under bus is desired.
- The steering wheel shall have a tilt and telescopic adjustment feature.
- The bus shall have a heavy-duty axle with a design life of not less than 300,000 miles without replacement or major repairs. The total braking system shall be distributed between all wheels to ensure equal friction material wear rate at all wheels.

Doors and Interlocks

- All passenger doors shall be of a standard construction consistent with typical transit bus construction. The mid and rear doors must have a speed sensor integrated with the door controls to prevent these doors from being opened while in motion.
- There shall be an accelerator interlock to prevent the bus from moving while doors are opened.
- All doors systems employing brake and accelerator interlocks shall demonstrate that the failure modes are of a failsafe type.

Pneumatic System

The bus air system shall operate the air-powered and braking system with reserve capacity. Provision shall be made to apply shop air to the bus air systems. A quick-disconnect fitting shall be easily accessible and located in the engine compartment near the front bumper area for towing.

Electrical, Electronic and Data Communications Systems

- The electrical system will consist of vehicle battery systems and components that generate, distribute and store power throughout the vehicle.
- The electrical system and its components shall be capable of operating in the area of the vehicle they are installed.
- A master battery switch shall be provided near the battery compartment to disconnect all battery positives except for safety devices. The location of this and all switches shall be clearly marked.
- All branch circuits shall be protected by current-limiting devices such as circuit breakers, fuses or solid-state devices sized to the requirements of the circuit. Electronic circuit protected for the cranking motor shall be provided to prevent engaging of the motor for more than 30 seconds at a time to prevent overheating.
- All electrical components shall be heavy-duty designs capable of functioning in a heavy-duty vehicle.
- Communications equipment installed will include an AM/FM radio with, USB and auxiliary jack for android and iPod, speakers and public address system.
- If available, 2.1A volt charging ports should be provided for passengers.
- Must include a minimum of 4 cameras per bus with the following:
 - 1 forward facing dash camera
 - 1 interior camera with a view of the driver
 - 2 additional interior cameras

Live streaming capabilities / real time manager of viewing cameras
Ability to download and save video clips to a shareable file preferably done via Wi-Fi connection or cell service from the main dispatch office

Multiplexing

Drivetrain components shall be integrated and communicate fully with respect to vehicle operation. It should be formatted on the communications network and come programmed by the leasing company. Instructions, including documentation and other items, must be included.

Bus Type B.

Motor Coach Bus – (Up to 5 needed in year 1 of contract)

- Capacity – 35-55 plus driver
- Size – 35'- 45'
- Color - exterior: white or red
- Interior specifications -
 1. Aircraft style window post cover treatment
 2. Polished stainless steel entry grab rails
 3. Modesty panel at entrance door
 4. Altro transit wood pattern flooring
 5. Euro racks w/ reading lights/accent lighting
 6. Led stepwell lights w/auto operation w/door
 7. Led interior lights
 8. Led ceiling spot lighting system
 9. ¾" Duraguard plus underlayment composite flooring to flooring to resist mold/mildew/fire
 10. If applicable, trash can behind co-pilot seat
 11. Front and rear power shades
- Safety features -
 1. 6x emergency egress windows with red led
 2. 1x emergency roof escape hatch
 3. Emergency door exit release
 4. First aid kit
 5. 5lb fire extinguisher w/emergency triangle kit
 6. Precision laser cut body steel cage framing
 7. High strength steel utilized in caging
 8. Multiple drive shaft guards
 9. FMVSS (Federal Motor Vehicle Safety Standards) Standard 220 establishes performance requirements for school bus rollover protection. The purpose of the standard is to reduce the number of deaths and the severity of injuries that result from failure of the school bus body structure to withstand forces encountered in rollover crashes. Bidder must be able to show proof that the proposed vehicle meets this standard. Computer simulation analysis will be sufficient.
 10. UNECE Regulation No. 66 is a dynamic rollover test for large buses. Vendor must be able to show proof that the proposed vehicle meets this standard. Computer simulation analysis will be sufficient.
- Seating -
 1. 19" wide euro high-comfort seats w/armrest and tray

2. Recover driver's seats to match
 3. Underseat retractable 3 pt. seat belts
 4. Dual armrests
 5. Recliner on all seats except back row
 6. High back air suspension drivers seat
- Heating & cooling HVAC -
 1. 4 fan roof top condenser
 2. A/c system upgraded to desert package which includes qp-25 compressors and 217k btu's
 3. Heater coils built into a/c system
 4. Dual a/c compressors tm-16
 5. Ducted a/c rack
 6. Higher R-value premium insulation package
 - Chassis specs -
 1. Freightliner m2
 2. Gvwr - 36000 ibs
 3. 9.0l Cummins diesel 350hp & 1,050 ft lbs of torque
 4. 300 amp alternator
 5. Programmable fast idle control
 6. Engine block heater, limited slip axle
 7. Adjustable front and rear air-ride suspension
 8. Kneeling capability
 9. Ride-control stabilization system
 10. Smooth-ride control system for the driver's air seat
 11. 100 gallon fuel tank
 12. 13 gallon def tank
 13. Alcoa aluminum allow dual rear wheels
 14. Payload plus package
 15. Heavy duty chassis battery with additional battery
 16. Daytime running lights
 17. Cruise control
 - Electrical audio/video -
 1. Premium AM/FM/DVD/USB/inputs stereo with pa
 2. Backup camera & backup alarm
 3. 110volt w/USB in every row
 4. Two 19" monitors with front window view
 5. Front view camera on all rear TV monitors
 6. Four exterior flood lights
 - Exterior -
 1. Alcoa aluminum wheels
 2. Led exterior lights
 3. Epoxy the entire floor frame for rust prevention
 4. Power entry step
 5. Plug-style door
 6. Tinted flush frameless windows

7. Power side view mirrors (heated)
 8. Rear luggage door with auto light
 9. Rear pass-through underbody luggage bay
 10. Drivers side underbody luggage w/two doors
 11. Passenger side underbody luggage w/two doors
- Exterior -
 1. 2nd rei stereo/DVD/PA
 2. 15" rei flat screen monitors-four to six recommended
 3. Solid wood conference tables
 4. Window shades
 5. Ceramic window coating
 6. Lavatory with flush stool
 7. ~~6.7l Cummins diesel 300hp 660 ft lb of torque w/ Allison 2500 pts auto transmission~~

The Transportation Services Department must approve invoices prior to submitting to Accounts Payable for payment. Failure to meet the objectives to the satisfaction of the University may result in cancellation of the contract and the contractor being charged back for damages incurred.

By submitting your bid, you are acknowledging that you understand the schedule and agree that your company is capable of completing the required work in the timeline provided for the price(s) submitted in your bid.

The University of Louisiana at Lafayette reserves the right to reject any or all bids submitted.

AUDITS

The University reserves the right to have representatives of the University and/or the State inspect the records maintained by the contractor concerning the products and services described herein.

IMPORTANT NOTES: Quantities/dates listed in these specifications are approximate and are not guaranteed by the University. The University reserves the right to increase or reduce quantity as needed if in the best interest of the University. **The University reserves the right to monitor the service and results and to terminate the contract thirty (30) days after written notice if services are deemed unsatisfactory by the University.**

INSURANCE REQUIREMENTS *Revised February 2019*

(for contractors doing business with the University of Louisiana at Lafayette)

I. Purpose and Scope

The purpose of this document is to ensure that third parties doing business with the University are adequately insured for the risk and liability associated with the goods, services, and/or work they provide to the University. This document sets forth the insurance language to be included in the bid and/or contract specifications when hiring contractors, vendors, or service providers to provide goods, perform services, and/or perform work for the University ("Contractors"). This document also sets forth the insurance language that should be included in all University contracts with Contractors ("Contracts"). This document applies to all Contracts to which the University is a party, including the individual departments and units of the University.

II. General Insurance Requirements

Except as expressly provided below with regard to Reduced Limits for Special Circumstances, the following language shall be included in (1) all Contractor bid and contract specifications, and (2) all Contracts. Requests for other variations in this language must be reviewed by the University's Risk Manager, who will make the final decision as to the language to be used. Please note that hazardous, unusual or exceptional activities, or a change in Contract indemnification provisions, may necessitate additional insurance; questions regarding the need for other coverage should be directed to the University's Risk Manager.

Contractor shall purchase, at its own cost and expense, and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors. The insurance shall be obtained from a company or companies lawfully authorized to do business in the State of Louisiana with a A.M. Best's rating of A-:VI or higher. Failure to comply with all terms of this section for the duration of the Contract places Contractor in breach of this Contract. Requests for any variation in this language will be reviewed by University's Risk Manager, who will make the final decision.

A. Minimum Scope of Insurance and Limits

1. Workers Compensation

Contractor shall be in compliance at all times with the Louisiana Workers' Compensation Law with respect to workers' compensation insurance or proper certification of self-insured status.

2. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance, including Personal and Advertising Injury Liability, which coverage shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

Additionally, if alcohol is served in the execution of this Contract, then Contractor shall maintain Liquor Liability coverage in the minimum amount of \$1,000,000 per occurrence.

Additionally, if valet parking is performed in the execution of this Contract, then Contractor shall maintain Garage Keepers Liability coverage in the minimum amount of \$1,000,000 per occurrence.

3. Automobile Liability (if a Motor Vehicle owned, hired, or rented by the contractor is used in the performance of this Contract)

Contractor shall maintain Automobile Liability Insurance, which coverage shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired, and non-owned automobiles.

B. Other Insurance Provisions

Contractor shall either (i) require each subcontractor and vendor to procure and maintain all applicable insurance of the type and limits specified in this section, or (ii) include all subcontractors as insureds under its policies.

Any deductibles or self-insured retentions must be declared to and accepted by University. Contractor shall be responsible for all deductibles and self-insured retentions. Any insurance or self-insurance maintained by University shall be excess and non-contributory of Contractor's insurance. Contractor's coverage shall contain no special

limitations on the scope of protection afforded to University. Contractor's insurance shall be primary as respects University, The Board of Supervisors for the University of Louisiana System ("Board"), and all of their respective officers, agents, employees, and volunteers.

Except for workers' compensation coverage, University and Board, and all of their respective officers, agents, employees, and volunteers, shall be named as an additional insured as regards negligence by Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.

Contractor shall provide to University Certificates of Insurance ("Certificates") evidencing the foregoing coverage in advance of Contractor's delivery of goods and/or performance of work or services, and in all events, prior to any payment by University to Contractor. In addition to Certificates, Contractor shall submit to University the declarations page and the cancellation provisions for each insurance policy. University reserves the right to request complete certified copies of all required insurance policies at any time.

Certificates and all notices regarding coverage shall be addressed to:
University of Louisiana at Lafayette
ATTN: Purchasing Department
P.O. Box 40197
Lafayette, LA 70504

Certificates of Insurance shall reflect that, to the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against University, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for University.

Coverage shall not be canceled, suspended, reduced, or voided by either Contractor or the insurer except after 30 days written notice has been given to University. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in Contractor's policy.

Acceptance of goods or completed work by University, payment by University, failure of University to require proof of compliance, or University's acceptance of a non-compliant Certificate shall not release Contractor from its obligations under these insurance requirements. Failure of Contractor to purchase and/or maintain any required insurance shall not relieve Contractor from any liability or indemnification under the Contract.

III. Additional Insurance Requirements for Special Contracts

In addition to the foregoing insurance requirements, language specifying the following insurance requirements shall be included in: (1.) all bid and contract specifications for professional services and (2.) all Contracts for professional services, where applicable:

A. Professional Liability, Errors and Omissions, and Malpractice Insurance

If any of the following professionals provide services in the execution of the Contract, Contractor shall purchase and maintain Professional Liability Insurance, which coverage shall have minimum limits of \$1,000,000:

- Medical Professionals, such as physicians, nurses, dentists, and pharmacists;
- Architects and Engineers;
- Attorneys;
- Accountants and Professional Financial Advisors;
- Real Estate Brokers and Appraisers;
- Insurance Agents; and
- Consultants.

Claims-made coverage for Professional Liability Insurance is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.

B. Cyber Liability Insurance

For Contracts in which the Contractor shall be granted access to electronic data belonging to the University or others, including but not limited to corporate confidential information (CCI), personal financial information (PII), personal health information

(PHI), payment card information (PCI), and all personal student information (PSI) stored in electronic format, and for which there is a risk of electronic security breaches of this confidential data, including inadvertent release, hacking, viruses, improper destruction, etc., Cyber liability insurance, including first-party costs, shall be required with a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

IV. Reduced Limits for Special Circumstances

The scope of work for a bid or Contract may dictate that a reduction of insurance limits is necessary in order to facilitate competition and/or ensure the University's ability to hire qualified Contractors. Low risk activities which may justify a reduction in insurance limits include, but are not limited to:

- Services in which the owner/operator is the only Contractor employee;
- Services that do not involve the use of a motor vehicle;
- Services in which there is no use of hazardous or radioactive materials;
- Services in which there is no use of power machinery or tools;
- Services in which there is no use of high voltage equipment; and
- Services in which no work is actually performed on the University campus.

For these special circumstances, University's Director of Purchasing, at his/her discretion, may choose to reduce the insurance required of Contractor. If insurance requirements are so reduced, the reduction(s) must comply with the following guidelines:

A. Workers Compensation

University may waive workers' compensation insurance requirements for sole proprietors if they are the only person(s) employed by Contractor in performing the work or services specified in the Contract.

If coverage is so waived, the Contract must include language that Contractor agrees that such persons will have no cause of action against, and will not assert a claim against, University, the Board, and/or the State of Louisiana, whether pursuant to the workers' compensation law of Louisiana or any other state, or other similar state or federal law, under any circumstance. The Contract must also include language that the parties agree that University, the Board, and the State of Louisiana, and all of their agents and employees, shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents, or employees. The Contract must further include language that the parties agree that Contractor is a wholly independent contractor and is exclusively responsible for its own employees, owners, and agents, and that Contractor agrees to protect, defend, indemnify and hold University, the Board, and the State of Louisiana, and all of their agents and employees, harmless from any assertion or claim that may arise from the performance of this Contract.

B. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, may be reduced to a minimum limit per occurrence of \$100,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

C. Automobile Liability

Automobile Liability Insurance requirements may be waived *only if* the scope of work does not involve the use of a motor vehicle. Examples include but are not limited to:

1. Goods and/or services that will be delivered to University by a third party (not Contractor); and
2. Goods and/or services that will be delivered to University electronically.

D. Required Insurance Language

Notwithstanding any reduction or waiver made pursuant to this section, all bid/contract specifications and all Contracts must include the language set forth in the General Insurance Requirements section, above, subject to modification only for the specific reduction or waiver made.

END OF SECTION

SPECIAL HEALTH & SAFETY RELATED CONTRACT CLAUSES:

ADDITIONAL CONTRACTOR REQUIREMENTS AND LIMITATION OF LIABILITY

It is expressly understood and agreed by the parties that:

- (a) CONTRACTOR shall not visit or utilize the facilities of University if CONTRACTOR (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19, and CONTRACTOR shall notify University immediately if he or she believes that any of the foregoing access/use restrictions may apply;
- (b) University has taken certain steps to implement recommended guidance and protocols issued by the Centers for Disease Control ("CDC") and Louisiana Department of Health ("LDH") for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions, and distancing and sanitization requirements set forth herein, and that University may revise its procedures at any time based on updated recommended guidance and protocols issued by the CDC and LDH and CONTRACTOR agrees to comply with University's current and revised procedures prior to utilizing the facilities of University;
- (c) CONTRACTOR acknowledges and agrees that, due to the nature of the facilities and the services CONTRACTOR is providing to University, social distancing of six (6) feet per person may not always be possible and CONTRACTOR fully understands and appreciates both the known and potential dangers of utilizing the facilities of University and acknowledges that use thereof by CONTRACTOR may, despite University's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death; and
- (d) while University has instituted measures to sanitize common areas, CONTRACTOR shall be responsible for the daily sanitization of his/her personal workspace prior to and immediately preceding CONTRACTOR's use of the space. Under no circumstances shall University be liable to CONTRACTOR, or CONTRACTOR's personal representatives, assigns, heirs, and next of kin for any loss or damage, or any claim or demands on account of any property damage or any injury to, or an illness or the death of, the CONTRACTOR (or any person who may contract COVID-19, directly or indirectly, from the CONTRACTOR) whether caused by the negligence, active or passive, of University or otherwise while CONTRACTOR is in, upon, of about the premises or at facilities or equipment therein of University.

FORCE MAJEURE

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in whole or partial performance under this Agreement when such failure or delay is caused in whole or in part by a "Force Majeure Event," which shall be defined as any event beyond the control of a party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, or government regulation, proclamation, order, or action; and in each case not involving the fault or negligence of a party. If any Force Majeure Event occurs affecting a party's performance under this Agreement, the affected party will give written notice within five (5) days of the occurrence of the Force Majeure Event to the other party and will use commercially reasonable efforts to minimize the impact of the Force Majeure Event. In the event of a Force Majeure Event resulting in a total or partial performance or service failure by either party, the University, in its sole discretion, may immediately terminate this Agreement. To the extent that services have been rendered and deemed acceptable by University, the service fee and other fees and charges payable by University hereunder shall be paid to the Contractor on a pro-rata basis. For those services which the Contractor is unable to perform under this Agreement as a result of such Force Majeure Event, University shall suspend all related payments until such services are restored.

END OF SECTION

BID FORM

I/WE PROPOSE TO FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, ETC. NECESSARY TO PROVIDE OPERATING LEASES FOR UP TO TWELVE (12) BUSES A COMBINATION OF TRANSIT BUS AND MOTOR COACH BUSES ON A LEASE ONLY BASIS FOR THE TRANSPORTATION SERVICES DEPARTMENT AT THE UNIVERSITY OF LOUISIANA AT LAFAYETTE, LAFAYETTE, LOUISIANA, UPON AWARD THROUGH JUNE 30, 2022, WITH THE OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL 12-MONTH PERIODS, IN STRICT ACCORDANCE WITH THE CONDITIONS AND SPECIFICATIONS FOR THE FOLLOWING UNIT PRICES...

ITEM NO.	BUS DESCRIPTION	EST. QUANTITY	MAKE/MODEL/YEAR	OPTION A	OPTION B
				PER UNIT MONTHLY (LEASE ONLY)	PER UNIT MONTHLY (MAINTENANCE ONLY)
TYPE A – 1	TRANSIT BUS, STANDARD	2		\$	\$
TYPE A – 2	TRANSIT BUS, ADA	1		\$	\$
TYPE B – 1	MOTOR COACH BUS, STANDARD	3		\$	\$
TYPE B – 2	MOTOR COACH BUS, ADA	2		\$	\$
MONTHLY TOTAL				\$	\$
ANNUAL GRAND TOTAL (MONTHLY TOTAL X 12 MONTHS)				\$	\$

_____% Discount if awarded as a total package to one vendor. Delivery will be within _____ days after receipt of order.

ITEM NO.	BUS DESCRIPTION	EST. QUANTITY	MAKE/MODEL/YEAR	OPTION A	OPTION B
				ANNUAL PAYMENT (LEASE ONLY)	ANNUAL PAYMENT (MAINTENANCE ONLY)
TYPE A – 1	TRANSIT BUS, STANDARD	2		\$	\$
TYPE A – 2	TRANSIT BUS, ADA	1		\$	\$
TYPE B – 1	MOTOR COACH BUS, STANDARD	3		\$	\$
TYPE B – 2	MOTOR COACH BUS, ADA	2		\$	\$
MONTHLY TOTAL				\$	\$
ANNUAL GRAND TOTAL (MONTHLY TOTAL X 12 MONTHS)				\$	\$

BID SUBMISSION DEADLINE:

Bid submissions for this solicitation are due on **Thursday, August 26, 2021 at 2:00PM CST** – must be received electronically at ULLafayetteBids@louisiana.edu. There are no exceptions to this deadline.

BID OPENING:

The public bid opening will take place on **Friday, August 27, 2021 at 10:00AM CST** on Zoom, which is available for viewing by registering at: <https://ullafayette.zoom.us/meeting/register/tJMpd-ysqzorHNU9f4Lf4-oHR12DMsWoj9I>.

ZOOM MEETING ID: 974 0545 1161 **PASSWORD:** 134 501

Opening of the bid packages begins at five (5) minutes past the hour to allow all who wish to attend to log in properly.

For further information about the bid or to view job/delivery site, prospective bidder is to email the Buyer of record, roxanne.formeller@louisiana.edu.

****FREIGHT:** Freight charges must be included in unit price. All bid prices are to remain firm through June 30, 2022.

NET 30 payment terms. Grand total listed is to be inclusive of all fees necessary to complete assigned deliverables. Orders which deviate exceedingly from these specifications shall be quoted separately.

Prices must be agreed upon by both parties and added to the PO as a change order. Prices shall remain firm until June 30, 2022.

PAYMENT OF TAXES

The University of Louisiana at Lafayette is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project.

Bidder's comments: _____

ADDENDA ACKNOWLEDGEMENT(S)

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (if applicable):

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

FIRM NAME _____

SIGNED BY (signature) _____

SIGNED BY (printed) _____

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Telephone Number with area code: () _____

C. Facsimile Number with area code: () _____

Bidder certifies that the above information is true and grants permission to the University to contact the above named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
3. Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
4. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
5. Bidder confirms that its bid will be considered valid until award is made.
6. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
7. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov .)

Professional Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____

(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____